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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92064534
Party	Defendant Clover8 Investments PTE Ltd
Correspondence Address	CLOVER8 INVESTMENTS PTE LTD 71 CLOVER CRESCENT SINGAPORE, 579232 SINGAPORE
Submission	Motion to Suspend for Civil Action
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Date	10/07/2016
Attachments	Registrant Motion to Suspend Proceedings 10.7.2016 Final.pdf(86002 bytes) Exhibit A 10.5.2016.pdf(2478983 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

GLADIUM LIMITED,	}	Cancellation No. 92064534
Petitioner,	}	
vs.	}	Registration No. 4537157
CLOVER8 INVESTMENTS PTE.,	}	REGISTRANT’S MOTION TO
LTD.,	}	SUSPEND PROCEEDINGS
Registrant.	}	

REGISTRANT’S MOTION TO SUSPEND PROCEEDINGS

Registrant Clover8 Investments Pte. Ltd. (“Clover8” or “Respondent”) hereby moves the Trademark Trial and Appeal Board to suspend the above-referenced cancellation proceeding pending termination of the civil action captioned *Reflex Media, Inc. v. Gladium Limited*, Case No. 2:16-cv-7395, currently pending in the United States District Court for the Central District of California (the “Civil Action”). As set forth in the attached Memorandum of Points & Authorities, the pending civil action will have a direct bearing on this cancellation proceeding and should resolve all issues that are present in this matter. As such, there is no reason for this matter to continue.

MEMORANDUM OF POINTS & AUTHORITIES

I. INTRODUCTION

This cancellation proceeding (this “Action”) concerns claims made against Registration No. 4,537,157 that will be resolved in the above-referenced Civil Action. As such, this is an unnecessary action, commenced by Petitioner after Respondent filed the Civil Action. In order to avoid needlessly wasting the parties’ and Board’s time and resources, and to avoid the possibility of inconsistent results,

Respondent respectfully requests that this Action be stayed pending final resolution of the Civil Action.

II. STATEMENT OF PROCEEDINGS

On October 3, 2016, Reflex Media, Inc. (“Reflex Media”) initiated a trademark infringement action in the United State District Court for the Central District of California (the “Civil Action”) against Petitioner Gladium Limited (“Petitioner” or “Gladium”). Reflex Media operates <SeekingArrangement.com> and holds an exclusive license to use the trademark, SEEKING ARRANGEMENT, Registration No. 4,537,157 (the “mark”). Under this arrangement, Reflex Media has also been assigned the right to sue on behalf of the owners of the mark, namely, Clover8 Investments Pte. Ltd. (“Clover8” or “Respondent”). A copy of the Complaint filed in the Civil Action is attached hereto as Exhibit A. As set forth therein, Respondent—through Reflex Media—seeks a determination that Petitioner infringed upon Respondent's mark.

On October 4, 2016, Petitioner initiated this Action to cancel Respondent's mark based upon Respondent's alleged fraud in procuring its registration, the mark being merely descriptive, and the mark being generic. These same issues are at the center of the Civil Action, and as a result, this Action merely seeks to address the same issues that will be resolved in the Civil Action. Accordingly, this Action should be stayed pending final resolution of the Civil Action.

III. ARGUMENT

Where a party to a case pending before the Board is also involved in a civil action that may have a bearing on the TTAB matter, the Board may suspend the proceeding until the final determination of the civil action. 37 CFR § 2.117(a); TBMP § 510.02(a). This is because “a decision by the United States District Court would be binding on the Patent Office whereas a determination by the Patent Office as to respondent’s right to retain its registration would not be binding or res judicata

in respect to the proceeding before the federal district court.” *Whopper-Burger, Inc. v. Burger King Corp.*, 171 U.S.P.Q. 805, 807 (TTAB 1971).

A TTAB proceeding should be suspended where it is clear that a determination by a civil proceeding will directly affect the resolution of the issues before the Board. *See The Other Tel. Co. v. Conn. Nat’l Tel. Co., Inc.*, 181 U.S.P.Q. 125, 126-7 (TTAB 1974). Similarly, a TTAB proceeding should also be suspended where the suspension would prevent the unnecessary duplication of discovery, litigation and other efforts. *See The Other Tel. Co. v. Connecticut Nat’l Tel. Co., Inc.*, 181 U.S.P.Q. 125, 126, 1974 WL 19878 (Feb. 11, 1974) Pursuant to Rule 2.117, Respondent respectfully submits that this Action should be stayed pending resolution of the Civil Action. The Civil Action involves all factual and legal issues that arise in this proceeding, as well as factual and legal issues that cannot be resolved by the Board or litigated in this forum. As such, to avoid the possibility of conflicting opinions—and in the interests of efficiency and conserving valuable resources—this Action should be stayed pending final resolution of the Civil Action.

IV. CONCLUSION

Based on the foregoing, Respondent Clover8 Investments Pte. Ltd., respectfully requests that this Action be stayed pending the final resolution of Case No. 2:16-cv-7395, which is currently pending before the United States District Court for the Central District of California.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and complete copy of the foregoing Registrant's Motion to Suspend Proceedings has been served on October 7, 2016, via First Class Mail, postage prepaid to:

Sherman Kahn, Esq.
David Steiner, Esq.
Serge Krimnus, Esq.
Mauriel Kapouytian Woods LLP
15 West 26th Street, 7th Floor
New York, NY 10010

/s/ Melina Hernandez

DATE: October 7, 2016

Exhibit A

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Attorneys for Plaintiff
REFLEX MEDIA, INC.

UNITED STATES DISTRICT COURT
DISTRICT OF CALIFORNIA, CENTRAL DIVISION

REFLEX MEDIA, INC., a Nevada
corporation,

Plaintiff,

vs.

GLADIUM LIMITED, a Cyprus
company d/b/a Arrangement.com,
Arrangements.com and
Arrangement.net; and Does 1-10,
inclusive,

Defendants.

Case No. 2:16-cv-7395

**COMPLAINT FOR TRADEMARK
INFRINGEMENT; UNFAIR
COMPETITION; DILUTION OF
FAMOUS MARKS; AND
CYBERSQUATTING.**

DEMAND FOR JURY TRIAL

Plaintiff Reflex Media, Inc. (“Reflex Media” or “Plaintiff”), hereby brings this
Complaint against Defendant Gladium Limited (“Gladium”), and Does 1–10, inclusive,
(collectively, “Defendants”), and alleges as follows:

INTRODUCTION

1
2 1. Defendants are engaged in an illegal scheme designed to defraud consumers
3 through false advertisements and deceptive media practices using Plaintiff Reflex
4 Media's protected trademarks and copying the core components and look and feel of its
5 website. As further explained below, Defendants' conduct is causing harm to both the
6 recipients of Defendants' false advertisements and to Reflex Media, whose name, brand
7 and goodwill is suffering irreparable harm by being wrongfully associated with
8 Defendants' illegal operations.

9 2. Defendants are also engaged in illegal cybersquatting. That is, in an attempt
10 to capitalize on the name, brand and goodwill of Reflex Media, Defendants have
11 purchased Internet domain names that are identical and confusingly similar to Reflex
12 Media's protected trademarks. Defendants' illegal use of these domain names is also
13 causing customer confusion and irreparable harm to Reflex Media.

14 3. Reflex Media operates¹ <SeekingArrangement.com> (sometimes referred to
15 herein as "Seeking Arrangement"), an online dating website that is globally recognized in
16 the online "sugar daddy" dating industry.²

17 4. Seeking Arrangement's brand is the result of substantial investment,
18 innovative sales and marketing techniques, and ethical business practices that distinguish
19 it from its competitors.

20 5. Reflex Media has been diligent in cultivating a reputable brand in the look
21 and feel of Seeking Arrangement and its associated trademarks; a brand that is associated
22 in the minds of the consumers with a high-quality service provider in this niche market.

23 6. Defendants own and/or operate three websites offering competing sugar

24 ¹ Reflex Media operates Seeking Arrangement under a sub-licensing and operating
25 agreement. Under this arrangement, Reflex Media has been assigned the right to sue on
26 behalf of the owners of the intellectual property.

27 ² "Sugar daddy" dating refers to a unique business model that differentiates its users as
28 either a "sugar daddy" or "sugar momma" who are persons willing to pamper others (a
"Benefactor"), on the one hand, and a "sugar baby," who seeks the companionship of a
Benefactor (a "Member"), on the other hand.

daddy dating services: Arrangement.com, Arrangements.com and Arrangement.net (collectively referred to herein as “Defendants’ Infringing Websites”).

7. Defendants are deliberately using Reflex Media’s³ federally registered trademarks in the distribution of advertisements intended to sell dating services to U.S. residents, including customers of Seeking Arrangement. These advertisements are referred to herein as “Defendants’ Illegal Ads.” Examples of Defendants’ Illegal Ads are attached hereto as Exhibits 1 and 2 and are incorporated by reference in their entirety.

8. Reflex Media never authorized Defendants’ to use its trademark or copy its website, and would never have done so to assist Defendants’ Infringing Websites to compete against Reflex Media and its websites.

9. To bring an end to this deceptive and illegal campaign, to protect its own business and clients, as well as the other recipients of Defendants’ Illegal Ads, Reflex Media has been forced to bring this action.

PARTIES

10. Plaintiff Reflex Media is, and at all material times hereto was, a corporation duly organized and existing under the laws of the State of Nevada, with its principal place of business in Las Vegas, Nevada. Among other things, Reflex Media operates several online dating websites.⁴

11. Upon information and belief, Defendant Gladium Limited is a Cyprus corporation and the owner/operator of the domain addresses and websites found at <www.Arrangement.com>, <www.Arrangements.com>, and <www.Arrangement.net>.

12. Reflex Media does not presently know the true names and capacities of the defendants named herein as Does 1 through 10, inclusive. Reflex Media will seek leave

³ Reflex Media is not the owner of the trademarks at issue here; rather, it is the entity within its corporate structure responsible for defending the marks at issue in this case. To simplify matters, Reflex Media is sometimes referred to in this Complaint as the owner of these trademarks.

⁴ Reflex Media operates the following websites: <SeekingArrangement.com>, <SeekingMillionaire.com>, <MissTravel.com>, <WhatsYourPrice.com>, <OpenMinded.com>, <PairMeUp.com>, and <PerfectArrangement.com>.

1 to amend this complaint to allege these defendants' true names and capacities as soon as
2 they are ascertained. Reflex Media is informed and believes, and on that basis alleges,
3 that each of the fictitiously named defendants, Does 1 through 10, participated in, and in
4 some manner are responsible for, the acts alleged in this complaint and the damages
5 resulting therefrom.

6 13. Reflex Media is informed and believes that at all times referenced herein,
7 each defendant was or is the agent, employee, partner, co-venturer, joint venture,
8 successor-in-interest, alter ego, and/or co-conspirator of each and all of the other
9 defendants, and was acting within the course and scope of said agency, employment,
10 partnership, co-venture, joint venture, relationship and/or conspiracy. Reflex Media is
11 informed and believes, and on that basis alleges, that each defendant acted in concert
12 with, and with the consent of, each of the other defendants, and that each defendant
13 ratified or agreed to accept the benefits of the conduct of each of the other defendants.
14 Reflex Media is further informed and believes, and on that basis alleges, that each
15 defendant actively and knowingly participated in the furtherance of the wrongful acts
16 alleged herein, directed the wrongful acts alleged herein, benefitted from the wrongful
17 acts alleged herein, and/or used the entity-defendants in a willful and intentional manner
18 to carry out the wrongful acts alleged herein.

19 **JURISDICTION AND VENUE**

20 14. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
21 1338, where Reflex Media's claims arise under the Lanham Trademark Act, 15 U.S.C. §
22 1051, *et seq.*, and further present a claim of unfair competition joined with a substantial
23 and related claim under the trademark laws.

24 15. This Court has supplemental jurisdiction over Reflex Media's state law
25 claims pursuant to 28 U.S.C. § 1367, where said claims are integrally interrelated with
26 the federal questions and arise from a common nucleus of operative facts such that
27 supplemental review furthers the interest of judicial economy.

28 16. Personal jurisdiction exists over Defendant Gladium because it is the owner

1 and operator of <www.Arrangement.com>, <www.Arrangements.com>, and
2 <www.Arrangement.net>, which are websites through which Defendant Gladium
3 engages in interactive and commercial conduct, that—upon information and belief—
4 involves soliciting and/or otherwise actively seeking to transact business with residents of
5 the United States, including residents of this judicial district. Indeed, Defendants’ Illegal
6 Ads, an exemplar of which is attached hereto as Exhibit 1 reads, “Join the newest site in
7 Los Angeles for those seeking arrangement dating.” A second example of Defendants’
8 Illegal Ads is attached hereto as Exhibit 2 and reads: “Join the top L.A. Sugar Dating site
9 to seek an arrangement today!”

10 17. As such, personal jurisdiction exists over Defendant Gladium because it
11 promotes its business in, and, upon information and belief, derives material benefits from,
12 the state of California and this judicial district, or otherwise purposefully avails itself of
13 the privileges and protections of the laws of the state of California, such that traditional
14 notions of fair play and due process are not offended by this Court’s exercise of
15 jurisdiction over it.

16 18. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(1) and
17 1391(c)(2) because Defendant Gladium is a foreign entity that is deemed to reside in this
18 judicial district because, for the reasons set forth above, it is subject to personal
19 jurisdiction in this Court.

20 **GENERAL ALLEGATIONS**

21 **REFLEX MEDIA HAS OBTAINED FEDERAL REGISTRATION AND INCONTESTABLE LEGAL** 22 **PROTECTION FOR TRADEMARKS ASSOCIATED WITH SEEKINGARRANGEMENT.COM**

23 19. Since 2006, Reflex Media and its predecessor in interest, InfoStream Group,
24 Inc. (“InfoStream”), have used the mark, SEEKING ARRANGEMENT, in commerce
25 and in connection with the online sugar daddy dating services available at
26 <SeekingArrangement.com>.

27 20. On May 25, 2007, Reflex Media’s predecessor, InfoStream, applied for
28 federal registration of the SEEKING ARRANGEMENT trademark. United States

1 Trademark Registration No. 3,377,772 was issued on February 5, 2008. A copy of
2 Registration No. 3,377,772 is attached hereto as Exhibit 3.

3 21. On February 5, 2013, the SEEKING ARRANGEMENT trademark became
4 incontestable.

5 22. On October 3, 2013, InfoStream applied for a second trademark on the mark,
6 SEEKING ARRANGEMENT. This second application was also granted and assigned
7 United States Trademark Registration No. 4,537,157 on or about March 11, 2014.⁵ A
8 copy of Registration No. 4,537,157 is also attached hereto as Exhibit 3.

9 23. For purposes of this Complaint, the first SEEKING ARRANGEMENT
10 trademark shall be referred to as the “SEEKING ARRANGEMENT” mark. The second
11 mark, assigned Registration No. 4,537,157, is referred to herein as the “SEEKING
12 ARRANGEMENT (#2)” mark. Both marks are collectively referred to herein as the
13 “SEEKING ARRANGEMENT MARKS.”

14 24. Reflex Media also owns the unregistered trademark, ARRANGEMENT,
15 which it has used in connection with the operation of its business domestically and
16 abroad since at least December 2015.

17 25. The SEEKING ARRANGEMENT MARKS and the ARRANGEMENT
18 mark are collectively referred to herein as the “PROTECTED MARKS.”

19 26. Reflex Media and its predecessor have invested millions of dollars to
20 promote and establish the look and feel of <SeekingArrangement.com> and its associated
21 trademarks and to promote the trademarks in the market. As a result, the website and its
22 use of the PROTECTED MARKS has become synonymous with Reflex Media’s
23 business and the high quality product that <www.SeekingArrangement.com> provides.

24 27. Seeking Arrangement has, for many years, attracted the attention of
25 numerous media outlets including: *Time*, *Forbes*, *The Atlantic*, *ABC News*, *CNN*,
26

27 ⁵ The second SEEKING ARRANGEMENT trademark was broader than the first mark,
28 which disclaimed protection over exclusive use of “ARRANGEMENT” apart from the
mark as shown on the application.

1 *MSNBC, the San Francisco Chronicle, and Fox News Channel.*

2 **DEFENDANTS' TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

3 28. Reflex Media has expended substantial time and resources building a high
4 quality product in an industry that has attracted countless unethical, fraudulent service
5 providers, but its efforts have paid off in Reflex Media's acquisition of valuable goodwill
6 in connection with its services, as well as the PROTECTED MARKS and overall brand.

7 29. Defendant Gladium, who owns and/or operates the subject competing
8 websites, based on information and belief, launched in 2015 and 2016—years after
9 Reflex Media's well-developed Seeking Arrangement brand.

10 30. For example, as late as March, 2015, long after the SEEKING
11 ARRANGEMENT mark had become incontestable, the URL "www.arrangement.com"
12 was a website for a floral shop in Cherry Hill, New Jersey. Only later, in approximately
13 mid-2016, did Defendants' competing business begin operating a public website using
14 the arrangement.com URL and Reflex Media's PROTECTED MARKS.

15 31. On or about July 11, 2016, Reflex Media became aware that Defendants
16 were disseminating their Illegal Ads. Attached hereto as Exhibit 1 is a copy of one of
17 Defendants' Illegal Ads. This advertisement appears at the top of the search results found
18 using Google's search engine for the phrase, "sugar daddy." The advertisement, which is
19 the second listed result on the page reads, in part: "Join the newest site in Los Angeles for
20 those *seeking arrangement* dating." (Emphasis added.)

21 32. A Google search for the phrase, "seeking arrangement" also returned search
22 results where one of Defendants' Illegal Ads was listed as the top result. That ad reads:
23 "Join the top L.A. Sugar Dating site to *seek* an *arrangement* today!" (Emphasis added.)

24 33. Defendants did not have permission to use Reflex Media's SEEKING
25 ARRANGEMENT MARKS for this purpose, or any other purpose.

26 34. Defendants' infringed on the SEEKING ARRANGEMENT MARKS by
27 using the MARKS in connection with the Illegal Ads, without authorization and in a
28 deceptive and confusing manner.

35. Defendants' unlawful use of the SEEKING ARRANGEMENT MARKS is likely to deceive or confuse consumers into believing that an affiliation, association, sponsorship or connection exists between Reflex Media's <SeekingArrangement.com> website and Defendants' Infringing Websites.

36. Upon information and belief, Defendants acted with willful intent when they disseminated the Illegal Ads—including the advertisements described above—and in a manner likely to cause confusion and deception.

37. Furthermore, Defendants' Infringing Websites do not have Seeking Arrangement's notoriety, positive reviews, market leader status, substantial membership, or lengthy history.

38. Thus, any association with Defendants and/or their websites has, and will continue to, result in a dilution of reputation, goodwill, and notoriety of Reflex Media's websites, the SEEKING ARRANGEMENT MARKS and related brands.

39. In addition to using a name that is confusingly similar to Seeking Arrangement (*e.g.*, <www.Arrangement.com>), and to further perpetuate the false and deceptive affiliation between Reflex Media's website and Defendants' Infringing Websites, Defendants have patterned their Infringing Websites after Reflex Media's website, to give their own websites the same look at feel as Seeking Arrangement.

40. For example, the landing page⁶ for both <www.SeekArrangement.com> and Defendants' Infringing Websites feature the names of the respective websites at the top of the screen, with a "Sign In" or "Login" hyperlink placed in the upper right hand corner. The landing pages for both sets of websites also prominently feature an attractive female wearing a strapless red dress, embracing a dark-haired man. Overlaying this image, on both websites, are three rows of text, which are virtually identical. Although the wording of each varies slightly, the size of the text on the first row is larger than the text in the second row and both websites feature a "red button" that reads, "Join For

⁶ The landing page is the page returned when someone clicks on a link to access the connecting website. In most circumstances, the landing page is the website's homepage.

Free” on the third row. In addition, Defendants’ Infringing Websites use Seeking Arrangement’s same color scheme: red, black and white. A side-by-side comparison of the landing pages for Seeking Arrangement and Defendants’ Infringing Websites⁷ is attached hereto as Exhibit 4.

41. Additional examples of Defendants’ attempt to steal the look and feel of Seeking Arrangement are found elsewhere on the websites. For example, Defendants have copied Seeking Arrangement’s PROFILE page, using virtually identical input fields. A side by side comparison of the PROFILE page input fields is attached as Exhibit 5. Defendants’ Infringing Websites have also copied Seeking Arrangement’s LIFESTYLE field by using the same color scheme, font, terminology and choices. A side by side comparison of the LIFESTYLE field is attached as Exhibit 5. The same is true of Defendants’ INCOME and NET WORTH fields, which have copied the same options and ranges offered at <www.SeekingArrangement.com>. A side by side comparison of the INCOME and NET WORTH fields is attached as Exhibit 5, as well as several other similarities between the parties’ respective websites.

42. The features described in the previous two paragraphs, which are found on Seeking Arrangement’s webpage, are sometimes referred to herein as its “Trade Dress.”

43. The foregoing facts demonstrate that Defendants are intentionally attempting to confuse Seeking Arrangement’s prospective customers and the public generally.

Defendants’ Illegal Cybersquatting

44. As indicated above, Reflex Media is the owner of the registered trademark, SEEKING ARRANGEMENT (#2), and the unregistered trademark, ARRANGEMENT.

45. Subsequent to Reflex Media’s and InfoStream’s (Reflex Media’s predecessor in interest) use and acquisition of the SEEKING ARRANGEMENT (#2) and ARRANGEMENT trademarks, Defendants purchased the following domain names, which are referred to herein as Defendants’ Infringing Websites: <www.Arrangement.com>, <www.Arrangements.com>, and <www.Arrangemet.net>.

⁷ Based on information and belief, both of Defendants Infringing Websites are identical.

1 46. As indicated above, Defendants are attempting to operate a dating business
2 that is competitive with Reflex Media at each of these domains.

3 **FIRST CAUSE OF ACTION**

4 **(Federal Trademark Infringement, 15 U.S.C. § 1114(1))**

5 47. Reflex Media incorporates by reference each and every allegation contained
6 in the preceding paragraphs of this complaint, as if fully set forth herein.

7 48. As alleged herein, Reflex Media has an exclusive license to use protectable
8 trademarks and has been assigned the right to protect those trademarks by, among other
9 things, suing parties infringing on the trademarks.

10 49. Without Reflex Media's consent, Defendants have used in commerce, in
11 connection with the sale, offering for sale, distribution or advertising of Defendants'
12 goods and services, marks identical to or confusingly similar to Reflex Media's
13 SEEKING ARRANGEMENT MARKS in a manner that is likely to cause confusion,
14 mistake and/or deception among consumers who may perceive that Defendants' goods
15 and services are the same as those of Reflex Media, and/or that Defendants' goods and
16 services are somehow associated, affiliated, connected, approved, authorized or
17 sponsored by Reflex Media.

18 50. Defendants acted with the intent to cause confusion, mistake, or deception
19 with consumers.

20 51. Defendants' continued use of marks identical or confusingly similar to
21 Reflex Media's mark has caused, and will continue to cause, irreparable harm and injury
22 to Reflex Media and to Reflex Media's reputation and goodwill for which Reflex Media
23 has no adequate remedy at law. The threat of future injury to consumers and to Reflex
24 Media's business, identity, goodwill and reputation necessitates the award of injunctive
25 relief to prevent Defendants' continued infringement of Reflex Media's valuable marks.

26 52. Defendants have unjustly profited from their infringement of Reflex Media's
27 marks.

28 53. As a direct and proximate result of Defendants' infringing activities as

1 alleged herein, Reflex Media has suffered substantial damage in an amount to be proven
2 at trial, but estimated to exceed \$75,000, exclusive of interest and costs.

3 54. Defendants' foregoing acts constitute an exceptional case and are
4 intentional, entitling Reflex Media to treble their actual damages and to an award of
5 attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **(Federal False Designations, False Descriptions, and False Advertising, 15 U.S.C. §** 8 **1125(a))**

9 55. Reflex Media incorporates by reference each and every allegation set forth
10 in the preceding paragraphs of this complaint, as if fully set forth herein.

11 56. Defendants' misuse of Reflex Media's PROTECTED MARKS in commerce
12 in connection with the goods and services offered on Defendants' Infringing Websites—
13 including commercial advertising and promotion of Defendants' Infringing Websites—
14 constitutes a false designation of origin and/or a false or misleading representation that is
15 likely to cause confusion, mistake and/or deception with consumers that Defendants'
16 goods and/or services are associated, affiliated, connected, approved, authorized or
17 sponsored by Reflex Media.

18 57. Specifically, without Reflex Media's consent, Defendants have disseminated
19 advertisements—namely, Defendants' Illegal Ads—that contain the SEEKING
20 ARRANGEMENT MARKS.

21 58. These advertisements, which contain content promoting Defendants'
22 competing sugar daddy dating services offered through <Arrangement.com>,
23 <Arrangements.com>, and <Arrangement.net>, give the false and misleading impression
24 that Seeking Arrangement is affiliated with or responsible for promotional material
25 contained in the Illegal Ads.

26 59. Furthermore, Defendants' Illegal Ads further give the wrongful impression
27 of an association, affiliation, connection, approval, authorization or sponsorship by,
28 between, and among Seeking Arrangement and Defendants' Infringing Websites.

60. Defendants' conduct constitutes a false designation of origin and/or false or misleading representation that (1) is likely to cause confusion, mistake, or deception with the public and/or consumers as to the affiliation, connection, or association between Defendants and Seeking Arrangement; (2) is likely to cause confusion, mistake, or deception with the public and/or consumers as to origin of the Illegal Ads and/or the origin of the services being provided on Defendants' Infringing Websites, and/or (3) is intended to misrepresent the nature, characteristics, and/or qualities of the goods and services offered by Defendants by usurping Seeking Arrangement's respected brand name.

61. Defendants have unjustly profited from their foregoing conduct.

62. As a direct and proximate result of Defendants' foregoing conduct, Reflex Media has suffered damages in an amount to be proven at trial, but estimated to exceed \$75,000, exclusive of interest and costs.

63. Defendants' foregoing acts constitute an exceptional case and are intentional, entitling Reflex Media to treble their actual damages and to an award of attorneys' fees.

THIRD CAUSE OF ACTION

(Dilution of Famous Marks, 15 U.S.C. § 1125(c))

64. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this complaint, as if fully set forth herein.

65. Reflex Media, through its predecessor, InfoStream, was the first to actually use the registered trademarks described herein in commerce.

66. The SEEKING ARRANGEMENT MARKS are distinctive and famous within the meaning of the Federal Trademark Dilution Act of 1995, 15 U.S.C. § 1125(c), for the following reasons:

a. The marks are distinctive and represent a provocative phrase that is not merely descriptive;

b. The mark is used extensively in connection with advertising for Reflex

Media's goods and services;

- c. The mark is recognized widely among the general consuming public because of the unsolicited attention given by news media to Reflex Media's business associated with the marks;
- d. Prior to Defendants' infringing conduct, no other party used a mark similar to Reflex Media's SEEKING ARRANGEMENT MARKS; and
- e. The SEEKING ARRANGEMENT mark is protected by incontestable federal trademark registration.

67. Defendants have used marks identical or confusingly similar to Reflex Media's SEEKING ARRANGEMENT MARKS in commerce in connection with the selling and offering for sale services that compete directly with Reflex Media's business.

68. On information and belief, Defendants' use of Reflex Media's trademarks occurred after Reflex Media's SEEKING ARRANGEMENT MARKS became famous and distinctive.

69. Defendants' use of identical or confusingly similar trademarks dilutes the distinctive quality of Reflex Media's SEEKING ARRANGEMENT trademark as it causes and can cause confusion among consumers and potential customers of Seeking Arrangement.

70. Defendants' use of identical or confusingly similar trademarks also tarnishes Reflex Media's marks by harming the reputation of its famous marks.

71. Defendants willfully intended to trade on the recognition of Reflex Media's famous marks and willfully intended to harm the reputation of that mark and Reflex Media's brand generally.

72. Defendants' use of marks identical or confusingly similar to Reflex Media's SEEKING ARRANGEMENT MARKS has caused, and will continue to cause, irreparable harm and injury to Reflex Media and its trademarks', reputation and goodwill, for which there is no adequate remedy at law. The threat of future injury to Reflex Media's trademarks, business, identity, goodwill and reputation necessitates the award of

injunctive relief to prevent Defendants' continued misuse of Reflex Media's marks.

73. Defendants have unjustly profited from their foregoing conduct.

74. As a direct and proximate result of Defendants' conduct, Reflex Media has been damaged in an amount to be proven at trial, but estimated to exceed \$75,000, exclusive of interest and costs.

75. Defendants' foregoing conduct constitutes an exceptional case and is intentional, entitling Reflex Media to treble its actual damages and to an award of attorneys' fees.

FOURTH CAUSE OF ACTION

(Trade Dress Infringement, 15 U.S.C. § 1125(a))

76. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this complaint, as if fully set forth herein.

77. Reflex Media owns the design of the Seeking Arrangement website.

78. The Trade Dress of Seeking Arrangement is distinctive. Customers have come to associate the design of <SeekingArrangement.com> with Reflex Media.

79. The design of <SeekingArrangement.com>, including the color scheme, layout, text, font size, graphics and format of input fields found in the PROFILE section of the website are nonfunctional.

80. Defendants have used, and continue to use, the Seeking Arrangement Trade Dress without Reflex Media's consent and in a manner that is likely to cause confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of the Defendants' competing products and services.

81. In addition, the name of Defendants Infringing Websites (*e.g.* <www.Arrangement.com>) is confusingly similar to Seeking Arrangement.

82. As a direct and proximate result of Defendants' conduct, Reflex Media is entitled, pursuant to 15 U.S.C. § 1117(a), to recovery of: (i) Defendants' profits related to all uses of the Seeking Arrangement Trade Dress; (ii) any damages sustained by Reflex

Media as a result of Defendants' conduct, the precise amount of which shall be established by Reflex Media at trial; and (iii) the costs of this action.

83. In addition, Reflex Media will be irreparably injured by Defendants' continued infringement of Seeking Arrangement's Trade Dress, in a manner that may be impossible to quantify, unless enjoined by this Court. Reflex Media has no adequate remedy at law for this ongoing injury. Reflex Media therefore seeks a preliminary and permanent injunction to prohibit Defendants from any further use of the Seeking Arrangement Trade Dress without Reflex Media's express written consent in advance.

84. Defendants have willfully copied the Seeking Arrangement Trade Dress. Given the exceptional circumstances of flagrant and willful infringement, Reflex Media requests treble damages, judgment for a sum that this Court finds to be just, and reasonable attorney's fees, pursuant to 15 U.S.C. § 1117(a).

FIFTH CAUSE OF ACTION

(Cybersquatting, 15 U.S.C. § 1125(d))

85. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this complaint, as if fully set forth herein.

86. Reflex Media owns the registered trademark, SEEKING ARRANGMENT (#2), and the unregistered trademark, ARRANGEMENT.

87. Reflex Media has consistently used both the SEEKING ARRANGEMENT (#2) and ARRANGEMENT marks in connection with the sale and promotion of its business since before the time that Defendants owned and operated Defendants' Infringing Websites.

88. As discussed above, the SEEKING ARRANGEMENT (#2) mark is famous and distinctive.

89. Reflex Media's ARRANGEMENT mark is also distinctive because it is suggestive of the services available at <SeekingArrangement.com>. Alternatively, Reflex Media's ARRANGEMENT mark is distinctive because it is descriptive of the services available at <SeekingArrangement.com> and has acquired secondary meaning by

1 becoming synonymous in the minds of the consuming public with Reflex Media.

2 90. The ARRANGEMENT mark has acquired secondary meaning through,
3 among other things, Reflex Media's:

- 4 a. extensive use of the mark in connection with advertising for Reflex
5 Media's goods and services; and
- 6 b. wide recognition among the general consuming public caused by the
7 unsolicited attention given by news media to Reflex Media's businesses
8 associated with the mark.

9 91. Defendant acquired the domains associated with Defendants' Infringing
10 Websites after Reflex Media's SEEKING ARRANGEMENT (#2) and
11 ARRANGEMENT marks became distinctive.

12 92. The second-level domain names associated with Defendants' Infringing
13 Websites, namely—arrangement and arrangements—are identical to and confusingly
14 similar to Reflex Media's SEEKING ARRANGEMENT (#2) and ARRANGEMENT
15 trademarks.

16 93. Defendants' acquired the domain names associated with Defendants'
17 Infringing Website in bad faith and with intent to unjustly profit from the fame, goodwill,
18 and brand associated with the SEEKING ARRANGEMENT (#2) and ARRANGEMENT
19 marks, as well and Reflex Media generally.

20 94. Defendants' bad faith is evident from, among other things, the following: (1)
21 Defendants' Illegal Ads, which illegally infringe on Reflex Media's SEEKING
22 ARRANGEMENT (#2) and ARRANGEMENT marks, (2) Defendants have attempted to
23 mimic Reflex Media's Trade Dress on Defendants' Infringing Websites, (3) based on
24 information and belief, Defendants did not own or use the domain names associated with
25 Defendants' Infringing Websites prior to the acts complained of herein, (4) Defendants
26 were aware of Reflex Media's ownership and use of the aforementioned trademarks, (5)
27 Defendants intended to divert Reflex Media's customers to their own websites and
28 attempted to do so by, among other things, creating a likelihood of confusion among

consumers between Reflex Media and Seeking Arrangement on the one hand, and Defendants and Defendants' Infringing Websites, on the other hand, by creating confusion as to the source, sponsorship, affiliation, or endorsement of Defendants' Infringing Website, (6) Defendants were aware at the time they registered the domain names associated with Defendants' Infringing Websites that the second-level domain names were identical and confusingly similar to Reflex Media's famous and distinctive aforementioned trademarks.

95. Defendants' illegal cybersquatting has caused, and will continue to cause, irreparable harm and injury to Reflex Media and its trademarks', reputation and goodwill, for which there is no adequate remedy at law. The threat of future injury to Reflex Media's trademarks, business, identity, goodwill and reputation necessitates the award of injunctive relief to prevent Defendants' continued misuse of Reflex Media's marks.

96. Defendants have unjustly profited from their foregoing conduct.

97. As a direct and proximate result of Defendants' conduct, Reflex Media has been damaged in an amount to be proven at trial, but estimated to exceed \$75,000, exclusive of interest and costs.

98. Defendants' foregoing conduct constitutes an exceptional case and is intentional, entitling Reflex Media to treble its actual damages and to an award of attorneys' fees.

SIXTH CAUSE OF ACTION

(Unfair Competition, Cal. Bus. & Prof. Code. § 17200 *et seq.*)

99. Reflex Media incorporates by reference each and every allegation contained in the preceding paragraphs of this complaint, as if fully set forth herein.

100. Any conduct that is unlawful, unfair or deceptive constitutes a violation of the California Unfair Competition Law, Business and Professions Code § 17200 *et seq.*

101. Defendants have falsely represented an affiliation, connection, and/or association between Defendants' Infringing Websites and <SeekingArrangement.com> through the unauthorized use of Reflex Media's SEEKING ARRANGEMENT MARKS.

1 (See Exhibits 1 and 2.)

2 102. Reflex Media requests that that this Court enjoin Defendants from further
3 engaging in consumer fraud by stating or implying that there is any affiliation,
4 connection, or association between/among Defendants' Infringing Websites, on the one
5 hand, and <SeekingArrangement.com>, on the other hand.

6 103. As explained above, Defendants are also engaged in illegal cybersquatting.
7 Reflex Media respectfully request that this Court enjoin Defendants from further
8 engaging in such illegal cybersquatting and order that Defendants submit the domains
9 associated with Defendants' Infringing Websites to Reflex Media.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Reflex Media prays for judgment against Defendants as follows:

12 1. Adjudge that Reflex Media's SEEKING ARRANGEMENT MARKS have
13 been infringed by Defendants in violation of Reflex Media's rights under 15 U.S.C. §
14 1114;

15 2. Adjudge that Defendants have competed unfairly with Reflex Media in
16 violation of Reflex Media's rights under 15 U.S.C. § 1125;

17 3. Adjudge that Defendants' activities are likely to, or have, diluted Reflex
18 Media's famous trademark in violation of Reflex Media's rights under 15 U.S.C. §
19 1125(c);

20 4. Adjudge that Defendants have engaged in illegal cybersquatting under 15
21 U.S.C. § 1125(d);

22 5. Adjudge that Defendants have engaged, and continue to engage, in unfair
23 competition with Reflex Media;

24 6. Adjudge that Defendants and each of their agents, employees, attorneys,
25 successors, assigns, affiliates, and joint ventures and any person(s) in active concert or
26 participation with them, and/or person(s) acting for, with, by, through or under them, be
27 enjoined and restrained at first during the pendency of this action and thereafter
28 permanently from:

- a. Selling, offering for sale distributing, advertising, or promoting any goods or services that display any words or symbols that so resemble or are confusingly similar to the PROTECTED MARKS, or the look and feel of <SeekingArrangement.com>, as to be likely to cause confusion, mistake or deception, on or in connection with any goods or services that are not authorized by or for Reflex Media;
 - b. Using the PROTECTED MARKS, any other marks or domain names confusingly similar to those marks alone or in combination with any other letters, words, letter strings, phases or designs, or the look and feel of <SeekingArrangement.com> in commerce or in connection with any goods or services;
 - c. Using any word, term, name, symbol, or device or combination thereof that causes or is likely to cause confusion, mistake or deception as to the affiliation or association of Defendants' or their goods with Reflex Media or as to the origin of Defendants' goods or services, or any false designation of origin, false or misleading description or representation of fact;
 - d. Further infringing on the rights of Reflex Media in and to any of its trademarks, trade dress, products and services or otherwise damaging Reflex Media's goodwill or business reputation;
 - e. Using any of Reflex Media's confidential information in connection with any product or service, in any medium, including future contact or business with Seeking Arrangement's members;
 - f. Otherwise competing unfairly with Reflex Media in any manner; and
 - g. Continuing to perform in any manner whatsoever any of the other acts complained of in the complaint;
7. Adjudge that Defendants, within thirty (30) days after service of the judgment demanded herein, be required to file with this Court and serve upon Reflex Media's counsel a written report under oath setting forth in detail the manner in which it

1 has complied with the judgment;

2 8. Adjudge that Defendants assign all title, right and interest in the domain
3 names associated with Defendants' Infringing Websites to Reflex Media within fourteen
4 (14) days;

5 9. Adjudge that Reflex Media recover from Defendants their actual damages
6 and lost profits in an amount to be determined at trial, but estimated to exceed \$75,000,
7 for Defendants' violations of 15 U.S.C. §§ 1114 and 1125; that Defendants be required to
8 account for any profits that are attributable to its illegal acts; and that Reflex Media be
9 awarded the greater of (1) three times Defendants' profits or (2) three times any damages
10 sustained by Reflex Media under 15 U.S.C. § 1117, plus prejudgment interest;

11 10. Adjudge that Reflex Media recover from Defendants the damages caused by
12 Defendants, as well as punitive and/or treble damages and attorneys' fees;

13 11. Adjudge that Reflex Media be awarded its costs incurred in connection with
14 this action, including its reasonable attorneys' fees and investigative expenses;

15 12. Impose a constructive trust on all of Defendants' funds and assets that arise
16 out of Defendants' infringing activities; and

17 13. Adjudge that all such other relief be awarded to Reflex Media as this Court
18 deems just and proper.

19 **DEMAND FOR JURY TRIAL**


20 Reflex Media hereby requests a jury trial in this matter.




21 Dated: October 3, 2016

SMITH CORRELL, LLP

22
23
24 By: /s/ Mark L. Smith
25 Mark L. Smith
26 Attorneys for Plaintiff
27 REFLEX MEDIA, INC.
28

Exhibit 1

→  <https://www.google.com/webhp?sourceid=chrome-instant&ion=1&espv=2&ie=UTF-8#q=sugar%20daddy>

 **sugar daddy**  

All Images Videos News Apps More ▼ Search tools

About 3,500,000 results (0.69 seconds)


Easy Sugar Daddy Dating - SeekingArrangement.com
Ad www.seekingarrangement.com/Join-Free ▼
 4.4 ★★★★★ rating for seekingarrangement.com
 On the largest **sugar daddy** dating site! Date in 5 days Join Free
 No Strings Attached Dates · Featured on CNN · Over 4 Million Members · Date from your Phone
 Join Free · Read Our Reviews · About Us



Sugar Daddy Dating? - arrangement.com
Ad www.arrangement.com/ ▼
 Join the newest site in Los Angeles for those seeking arrangement dating

Sugardaddy in California - Find a Sugar Daddy in California
Ad www.sugardaddie.com/ ▼
 As seen on TV. Est 2002. Join Free

SeekingArrangement.com - Sugar Daddy, Sugar Mommy and Sugar ...
<https://www.seekingarrangement.com/> ▼ SeekingArrangement ▼
 Relationships on Your Terms. Where beautiful, successful people fuel mutually beneficial relationships.


Exhibit 2

→  <https://www.google.com/webhp?sourceid=chrome-instant&ion=1&espv=2&ie=UTF-8#safe=off&q=seeking+arrangement>

Google  

All News Apps Shopping Videos More ▾ Search tools

About 739,000 results (0.43 seconds)

Looking for Sugar Dating? - arrangement.com
 www.arrangement.com/ ▾
 Join the top L.A. Sugar Dating site to **seek** an **arrangement** today!
 3- Join the fun · 1- Click · 4- Get Some Sugar in L.A. · 2- Register

SeekingArrangement.com - Sugar Daddy, Sugar Mommy and Sugar ...
<https://www.seekingarrangement.com/> ▾ SeekingArrangement ▾
 Relationships on Your Terms. Where beautiful, successful people fuel mutually beneficial relationships.
 Join Us. Millions of Members. Millions of beautiful ...

Login
 By continuing you agree to
 SeekingArrangement's Terms ...

Join for free
 Create your Account. Signing up for
 SeekingArrangement is fast ...

Sugar Daddy

Sugar Babies
 We have hottest and sweetest Sugar
 Babies anywhere. Trust ...

About Us
 Learn more about arrangements
 dating on SeekingArrangement ...

What's an Arrangement

Exhibit 3



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Mon Oct 3 03:21:43 EDT 2016

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#)
[FIRST DOC](#) [PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

[Start](#) List At: OR [Jump](#) to record: **Record 1 out of 2**

[TSDR](#) [ASSIGN Status](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

SEEKING ARRANGEMENT

Word Mark	SEEKING ARRANGEMENT
Goods and Services	IC 045. US 100 101. G & S: Internet based social networking, introduction, and dating services; Matchmaking services; Social introduction agencies. FIRST USE: 20050730. FIRST USE IN COMMERCE: 20060801
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86082482
Filing Date	October 3, 2013
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	March 11, 2014
Registration Number	4537157
Registration Date	May 27, 2014
Owner	(REGISTRANT) InfoStream Group Inc. CORPORATION NEVADA 6875 S. Eastern Ave. Ste. 1 Las

Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Michael N. Cohen
Prior Registrations	3377772
Type of Mark	SERVICE MARK
Register	PRINCIPAL-2(F)-IN PART
Live/Dead Indicator	LIVE
Distinctiveness Limitation Statement	as to "ARRANGEMENT"



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Mon Oct 3 03:21:43 EDT 2016

[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [BOTTOM](#) | [HELP](#) | [PREV LIST](#) | [CURR LIST](#) | [NEXT LIST](#)
[FIRST DOC](#) | [PREV DOC](#) | [NEXT DOC](#) | [LAST DOC](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

[Start](#) List At: OR [Jump](#) to record: **Record 2 out of 2**

[TSDR](#) | [ASSIGN Status](#) | [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

Seeking Arrangement

Word Mark	SEEKING ARRANGEMENT
Goods and Services	IC 045. US 100 101. G & S: Matchmaking services; Social introduction agencies; Computer dating services. FIRST USE: 20050730. FIRST USE IN COMMERCE: 20060801
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77191867
Filing Date	May 29, 2007
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	November 20, 2007
Registration Number	3377772
Registration Date	February 5, 2008
Owner	(REGISTRANT) InfoStream Group Inc. CORPORATION NEVADA 6785 S. Eastern Ave. Suite 1 6785 S.

Eastern Ave. Suite 1 Las Vegas NEVADA 89119
Case 2:16-cv-07395-MRW Document 1-3 Filed 10/03/16 Page 5 of 5 Page ID #:29
(LAST LISTED OWNER) CLOVER8 INVESTMENTS PTE. LTD.. PRIVATE LIMITED CORPORATION
SINGAPORE 71 CLOVER CRESCENT SINGAPORE SINGAPORE 579232

Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Michael N. Cohen
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ARRANGEMENT" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead Indicator	LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST	NEXT LIST
FIRST DOC	PREV DOC	NEXT DOC	LAST DOC							

Exhibit 4

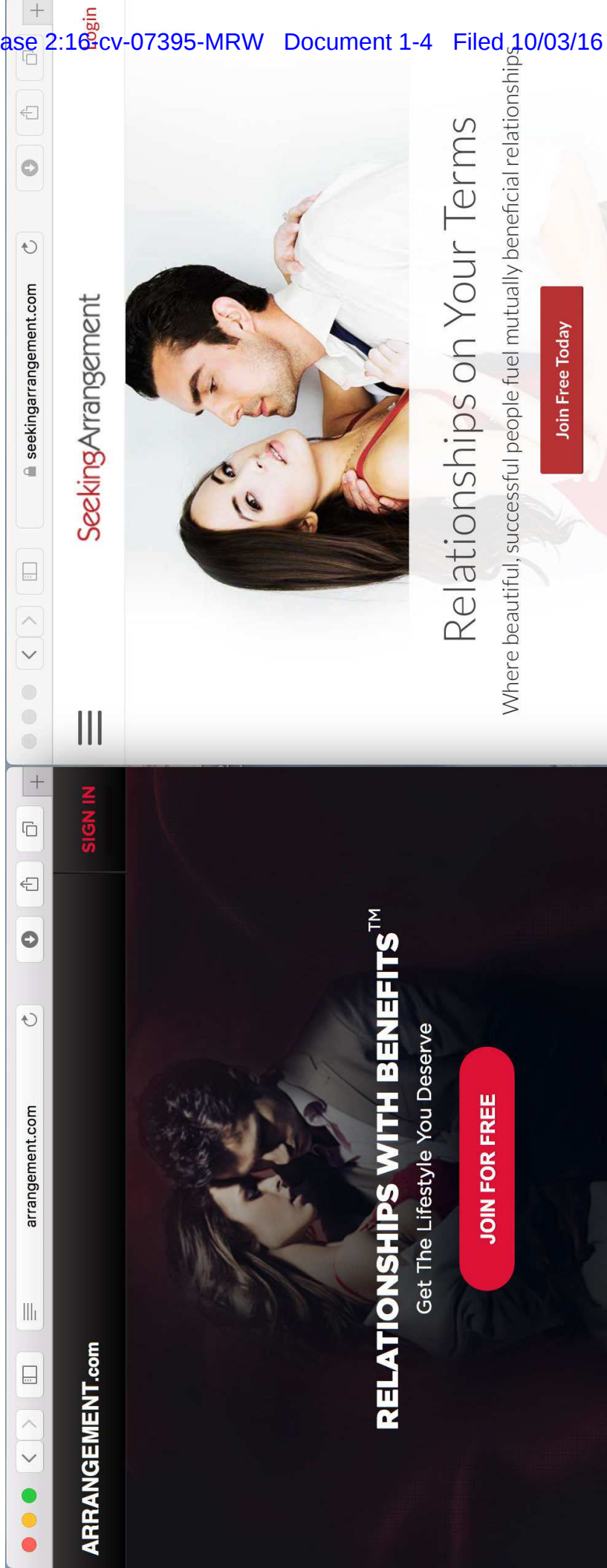
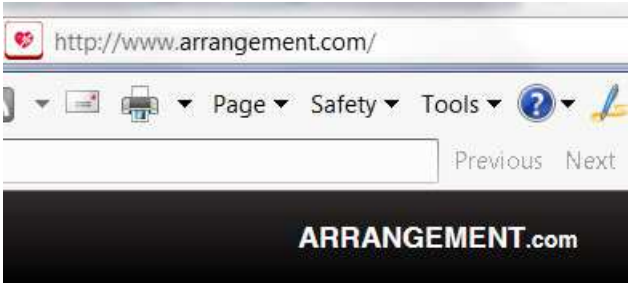




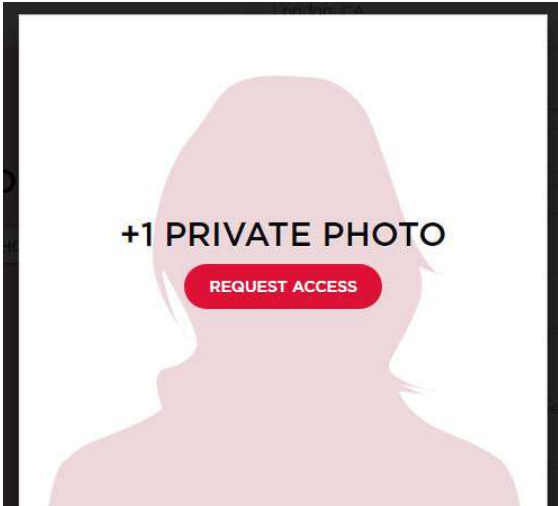


Exhibit 5

Page	SeekingArrangement.com	Arrangement.com
Domain	<p>SeekingArrangement.com</p> <p>Arrangement.com is simply a part of our entire domain name Seeking Arrangement.com. As such it is much more confusing than say ArrangementFinders.com or BeneficialArrangement.com</p>	
Color Scheme	<p>RED WHITE AND BLACK.</p> 	<p>RED WHITE AND BLACK.</p> 
Join	<p>By continuing you agree to SeekingArrangement's Terms and Privacy Policy. Promoting illegal commercial activities (such as prostitution) is prohibited.</p>	<p><input checked="" type="checkbox"/> I have read the Terms & Conditions/ Privacy Policy, I understand & accept them.</p> <p>I also agree to receive email newsletters, account updates & special offers targeted to me and my interests, sent by Arrangement.com. Promoting illegal commercial activities (such as prostitution) is prohibited. If you are an escort, DO NOT use this website.</p>

Login	<div>By continuing you agree to SeekingArrangement's Terms and Privacy Policy. Promoting illegal commercial activities (such as prostitution) is prohibited . If you are an ESCORT, DO NOT use this website.</div>	<div>By continuing you agree to the Terms and Privacy Policy of Arrangement.com. Promoting illegal commercial activities (such as prostitution) is prohibited. If you are an escort, DO NOT use this website.</div>
Profile	<div><div>Fields are exactly the same:</div><div><div><div></div><div><div>Helena-light</div><div>23 • Female • London, England, United Kingdom</div><div>Show me your world...</div></div><div><div>Message</div><div>Favorite</div><div></div></div></div><div><div>Last Active</div><div>September 30, 2016</div><div>Member Since</div><div>September 29, 2016</div><div>Recent Location</div><div>United Kingdom</div></div></div><div><div><div>Looking For</div><div>Men / Women</div></div><div><div>Lifestyle Expectation</div><div>Substantial</div></div><div><div>Height</div><div>183 cm</div></div><div><div>Body Type</div><div>Slim</div></div><div><div>Ethnicity</div><div>White / Caucasian</div></div><div><div>Hair Color</div><div>Dark Brown</div></div><div><div>Eye Color</div><div>Brown</div></div><div><div>Education</div><div>Bachelors Degree</div></div><div><div>Occupation</div><div>Graduate</div></div><div><div>Relationship</div><div>Single</div></div><div><div>Children</div><div>0</div></div><div><div>Smokes</div><div>Light Smoker</div></div><div><div>Drinks</div><div>Social Drinker</div></div></div><div><div>Private Photos</div><div>Helena-light has 1 private photo(s), send a private photo request to view them.</div><div>Request to View</div></div><div><div>About Me</div><div>I just graduated and now I'm drifting a little I suppose... wanting to live a little. I like literature, art, theatre, ballet. I'm well read and well travelled but I want to be more!</div></div><div><div>What I'm Looking for</div><div>I'm looking for someone who can take me out and show me a good time. Someone I can have a real intellectual conversation with. Someone whose life experience is totally different from mine.</div></div></div>	<div><div><div>Krystle, 31</div><div>Loma Linda, US</div><div>Active: 2 weeks ago</div><div>LIKE HER</div><div></div></div><div><div>PRIVATE CONVERSATION</div><div><div>Send Krystle a message...</div><div></div><div>SEND</div></div></div><div><div>ABOUT ME</div><div>I'm short, smart and a lot of fun. I love to go on adventures and love to travel. I love watching sports, art shows, concerts and live eating out and having a good time.</div></div><div><div>LOOKING FOR</div><div>I'm looking for a companion that spoils me. Looking for someone that has the same interests as me and more. One who is not afraid to take risks and explore the world together</div></div><div><div>PERSONAL INFO</div><div><div><div>Height</div><div>< 5 ft 0 in / < 152 cm</div></div><div><div>Body Type</div><div>Athletic</div></div><div><div>Ethnicity</div><div>Black</div></div><div><div>Hair Color</div><div>Black</div></div><div><div>Eye color</div><div>Brown</div></div><div><div>Interested In</div><div>Men</div></div><div><div>Education</div><div>Current grad school student</div></div><div><div>Occupation</div><div>Student</div></div></div><div><div><div>Relationship</div><div>Divorced</div></div><div><div>Children</div><div>0</div></div><div><div>Smoking</div><div>Non smoker</div></div><div><div>Drinking</div><div>Light/Social drinker</div></div><div><div>Lifestyle Expectation</div><div>Moderate</div></div></div></div></div>
Join	<div><div>Our previous version of SA Join Page:</div><div><div><div>Your Account Type</div><div><div><div><input checked="" type="radio"/> Sugar Daddy/Sugar Momma</div><div><div>Pampers Sugar Babies in return for companionship.</div></div></div><div><div><input type="radio"/> Sugar Baby</div><div><div>Provides companionship in exchange for being pampered.</div></div></div></div></div></div></div>	<div><div>Your Account Type</div><div><div><div><input checked="" type="radio"/> Sugar Daddy/Sugar Momma</div><div><div>Pampers Sugar Babies in return for companionship.</div></div></div><div><div><input type="radio"/> Sugar Baby</div><div><div>Provides companionship in exchange for being pampered.</div></div></div></div></div>

Lifestyle Field	<p>We came up with this specifically to satisfy Paypal in our settlement agreement. This is unique to us:</p> <p>Lifestyle <input type="text" value="-"/></p> <p>Net Worth <input type="text" value="-"/></p> <p>Annual Income <input type="text" value="-"/></p>	<p>Lifestyle Budget <input type="text" value="Negotiable"/></p> <p>Net Worth <input type="text" value="Negotiable"/></p> <p>Income <input type="text" value="Negotiable"/></p>
Networth Field	<p><input type="text" value="-"/></p> <p>\$ 100,000</p> <p>\$ 250,000</p> <p>\$ 500,000</p> <p>\$ 750,000</p> <p>\$ 1 million</p> <p>\$ 2 million</p> <p>\$ 5 million</p> <p>\$ 10 million</p> <p>\$ 50 million</p> <p>\$ 100 million</p> <p>More than \$ 100 million</p>	<p>Net Worth <input type="text" value="-"/></p> <p>\$ 100,000</p> <p>\$ 250,000</p> <p>\$ 500,000</p> <p>\$ 750,000</p> <p>\$ 1 million</p> <p>\$ 2 million</p> <p>\$ 5 million</p> <p>\$ 10 million</p> <p>\$ 50 million</p> <p>\$ 100 million</p> <p>More than \$100,000 million</p>
Income Field	<p><input type="text" value="-"/></p> <p>\$ 50,000</p> <p>\$ 75,000</p> <p>\$ 100,000</p> <p>\$ 125,000</p> <p>\$ 150,000</p> <p>\$ 175,000</p> <p>\$ 200,000</p> <p>\$ 250,000</p> <p>\$ 300,000</p> <p>\$ 400,000</p> <p>\$ 500,000</p> <p>\$ 1 million</p> <p>More than \$ 1 million</p>	<p><input type="text" value="-"/></p> <p>\$50,000</p> <p>\$75,000</p> <p>\$100,000</p> <p>\$125,000</p> <p>\$150,000</p> <p>\$175,000</p> <p>\$200,000</p> <p>\$250,000</p> <p>\$300,000</p> <p>\$400,000</p> <p>\$500,000</p> <p>\$1 million</p> <p>More than \$1 million</p>

<p>Private Photos</p>	 <p>A dark gray square placeholder for a private photo. In the center is a black padlock icon. Below the icon, the text "Private Photo" is displayed. At the bottom, there is a white rectangular button with the text "REQUEST ACCESS".</p>	 <p>A light pink square placeholder for a private photo, enclosed in a black border. In the center, the text "+1 PRIVATE PHOTO" is displayed. Below the text is a red rectangular button with the text "REQUEST ACCESS".</p>
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